

**BUSINESS SERVICE AGREEMENT**  
**商务服务合同**

THIS BUSINESS SERVICE AGREEMENT (the "Agreement") is made as of  
20  
本合同服务合同（“本合同”）于

BY AND BETWEEN  
由

Mr./Ms. \_\_\_\_\_, a \_\_\_\_\_ citizen, with a passport number of \_\_\_\_\_  
residing at \_\_\_\_\_ (the "Client");  
\_\_\_\_\_ 先生/女士 \_\_\_\_\_ 国籍, 护照号  
\_\_\_\_\_ ("客户");

AND  
和

Ellrons International Consulting Inc., a corporation duly incorporated pursuant to the *Canada Business Corporations Act*, having an office at 1820-1040 West Georgia Street, Vancouver, BC, V6E 4H1 (the "Consultant").  
伊丽融信国际咨询公司, 依《加拿大商业企业法》登记设立, 地址是 1820-1040 West Georgia Street, Vancouver, BC, Canada V6E 4H1 ( "咨询方" )。

WHEREAS:  
鉴于:

- A. The Client intends to expand his/her business overseas by establishing a business in Canada (the "Business").  
客户希望通过在加拿大设立一家公司（“公司”）以拓展其海外业务。
- B. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide business consulting services to the Business.  
客户认为咨询方拥有必须的资质、经验与能力为公司提供商务咨询服务。
- C. The Consultant is agreeable to providing such business consulting services to the Business subject to the terms and conditions set forth in this Agreement.  
咨询方同意依据本合同条款为公司提供商务咨询服务。
- D. The Business has yet to be established as of the date of this Agreement, as the sole incorporator thereof, the Client enters into this Agreement and agrees to be bound by the terms and conditions herein.  
公司在本合同签订之日尚未成立, 作为公司唯一发起人, 客户签订本合同并同意受本合同条款约束。

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for good and other valuable consideration, the Client and the Consultant (individually the "Party" and collectively the "Parties") covenant and agree as follows:

有鉴于此，经共同友好协商，客户与咨询方（任何一方称“一方”，合称“双方”）同意签订本合同并遵守本合同项下的义务：

**Services**  
**服务**

1. The Client hereby agrees to engage the Consultant to provide the Business with the following services (the "Comprehensive Business Services"):  
客户同意委托咨询方为公司提供如下服务（“综合商务服务”）：

• **BUSINESS ESTABLISHMENT AND MAINTENANCE**

**公司设立与维护**

- business name reservation;  
公司名称预留；
- business establishment;  
企业设立；
- tax number application;  
税号申请；
- international business related permits and/or license application;  
国际贸易相关许可证/批文申请；
- book keeping services;  
簿记服务；
- business tax return filing;  
企业报税；
- logo design;  
商标设计；
- domain name registration and website buildup;  
域名注册及网站建设；
- intellectual property management assistance;  
知识产权管理协助；

• **HUMAN RESOURCES**

**人力资源**

- talent hunting assistance;  
人才招聘协助；
- personnel training and development;  
人员培训；
- payroll preparation;  
工资单制作；
- record of employment preparation;  
工作证明制作；

• **MARKETING SUPPORT**

**市场支持**

- product research;  
产品调研；
- marketing strategy planning;  
市场推广策划；

- market research and analysis;  
市场调研与分析;
- business networking assistance;  
商业社交支持;
- business development assistance - advise on networking with potential suppliers and/or buyers via such various channels as telemarketing, e-commerce platform, SME (social media engagement), trade shows etc.;  
业务拓展协助-关于如何利用电话销售、电子商务平台、社交网络平台、展会等方式拓展潜在供应商和/或采购商的咨询;
- after-sales service and marketing feedback collection support;  
售后服务及市场反馈信息收集支持;

- INTERNATIONAL TRADE AND ONLINE BUSINESS SUPPORTS  
国际贸易与线上商务支持

- supplier due diligence;  
供货商尽职调查;
- product localization assistance;  
产品本土化协助;
- warehouse support;  
仓库支持;
- inventory management assistance;  
存货管理支持;
- import & export solutions - such as customs declaration and clearance, logistics, warehousing, labeling, international payment settlements etc.;  
进出口贸易方案 - 如: 报关清关, 物流, 仓储, 产品标签, 国际结算等;
- local product procurement support;  
本地产品采购支持;
- website management and online business marketing;  
网站管理与线上商务推广;

- PROFESSIONAL REFERRAL  
专业服务推荐

- interpretation and translation referral; and  
口译、翻译服务推荐; 和
- accounting firm and/or legal firm referral.  
会计师事务所和/或律师事务所推荐。

2. The Comprehensive Business Services may also include any other business-related tasks on which the Parties may agree in writing.  
综合商务服务还可以包含双方另行书面约定的其他与商务相关的内容。
3. The Consultant shall have the ability to select the means, manner and method of performing these services. The Consultant shall have the right to deliver the Comprehensive Business Services in such manner as the Consultant deems appropriate. The Consultant further shall have the right to dictate its hours of work, its reporting time, as well as how much work to perform on-site. The Consultant, however, agrees to use its best efforts to promote the Business's interests, and to give the Business the benefit of its experience, knowledge, and skills. The Consultant undertakes to perform services in a timely and professional manner and to devote such time, attention and skill to its duties under this

Agreement as may reasonably be necessary to ensure the performance of the Comprehensive Business Services to the Client's satisfaction.

咨询方有权选择提供服务的具体方式方法。咨询方有权按自身认为合适的方式提供综合商务服务。咨询方有权决定工作时间、汇报时间以及到现场履行服务义务的时间。但咨询方同意尽其所能促进公司的利益，并以其经验、知识、技能为公司服务。咨询方承诺及时地、专业地提供服务，并承诺投入综合商务服务所需的合理时间、关注、技巧，以履行其在本合同项下的义务，务求使客户满意。

#### **Term of Agreement**

##### **合同期限**

4. This Agreement shall commence on the effective date (the "Effective Date") as stipulated in paragraph [A] below:

本合同自下述第【A】段约定之日生效（“生效日期”）：

- a. the execution date hereof; or  
本合同签订之日；或
- b. the issuance date of the Client's Temporary Work Permit.  
客户的临时工作许可签发日。

5. The Consultant shall provide the Comprehensive Business Services as stipulated herein until the 1st anniversary date of the Effective Date (the "Expiry Date").

咨询方应按约定提供综合商务服务，直至生效日期起的一年届满（“期满日”）。

6. The term of this Agreement may be extended by mutual agreement of the Parties in writing, upon such terms and conditions as the Parties may agree, in writing.

经双方协商一致可以书面方式延长本合同期限，合同条款以双方书面约定的为准。

#### **Rights and Obligations**

##### **权利和义务**

7. The Client/Business shall be entitled to enjoy all the Comprehensive Business Services as stipulated herein.

客户/公司有权按本合同约定享受所有综合商务服务。

8. The advice and/or opinions given by the Consultant are solely for reference. The Client shall always be entitled to make all the decisions at its sole discretion.

咨询方提供的咨询和/或建议仅供参考。客户一直有权自行作出决定。

9. The Client shall make the Service Fee (to be defined) payable to the Consultant as stipulated herein.

客户应按本合同约定向咨询方支付服务费（定义参下文）。

10. The Consultant shall be entitled to the Service Fee as stipulated herein.

咨询方有权享受本合同约定的服务费。

11. The Consultant shall provide the Client/Business with services, opinions or advice as stipulated herein in due course upon the Client's / Business's requests.

在接到客户或公司的需求后，咨询方应尽快向客户/公司提供本合同约定的服务、建议或意见。

12. The Consultant shall use its best endeavor to render Comprehensive Business Services set forth herein

to assist the establishment, business operation and maintenance of the Business.  
咨询方应尽力提供本合同约定的综合商务服务，以协助公司设立，业务运营及公司维护。

**Currency**  
**币种**

13. Except as otherwise provided herein, all monetary amounts referred to in this Agreement are in Canadian Dollars. When the conversion of payments from any foreign currencies is required, the Client shall be responsible for the losses caused by the foreign exchange fluctuation, if any. The Client shall also be responsible for the transaction fees charged by the financial institutions for any transaction herein, if any.

除非本合同另有约定，本合同涉及的所有金额以加拿大货币计算。当涉及任何币种与加币兑换时，客户承担因汇率变动可能产生的损失。客户应承担金融机构就本合同项下交易而收取的交易费（若有）。

**Service Fee**  
**服务费**

14. In consideration of the performance of the Comprehensive Business Services, the Consultant will charge the Client CAD 60,000 as service fee (the "Service Fee"). Such Service Fee shall be due and payable in full within 7 calendar days upon execution of this Agreement.

作为提供综合商务服务的对价，咨询方有权向客户收取 60,000 加元作为服务费（“服务费”）。以上服务费应于本合同签订之日起 7 个自然日内全额支付。

15. The Client shall be deemed to have waived all the Service Fee, and the Consultant shall be exempted from any refund obligation, if any of the following occurs:

出现下列任何情况时，视为客户主动放弃服务费，咨询方无需承担退款义务：

- a. provided that the Client changes, terminates or withdraws his/her intention to expand his/her business in Canada; or  
若客户改变、终止或撤回其在加拿大拓展其商业的意向；或
- b. provided that the Client decides to terminate this Agreement for any reason whatsoever, unless the Consultant violates any terms herein.  
若客户因任何原因决定终止本合同，但咨询方有任何违约情形的除外。

16. The Service Fee stipulated in this Agreement does not include any PST, GST or other applicable duties as may be required by law. Any PST, GST and duties required by law will be charged to the Client in addition to the Service Fee.

本合同约定的服务费不包含任何省服务税、商品服务税或其他法律规定的税费。任何省服务税、商品服务税或法律规定的税费应由客户在服务费之上额外承担。

**Limitation of Liability**  
**责任限制**

17. Neither Party is assuming any liability for the actions or omissions of the other Party except as stated in this Agreement. The Client and/or Business shall indemnify the Consultant for claims arising out of the Consultant's performance of this Agreement unless such claims arise from the Consultant's gross negligence or willful misconduct in connection with the performance of his work hereunder.

除非本合同明确约定，否则任何一方不因另一方的作为或不作为承担任何责任。客户和/或公司不就咨询方履行本合同而向咨询方提起任何索偿，但索偿事宜是由咨询方严重疏忽或故意不当处理而引起的除外。

18. Neither Party shall be liable for consequential, special, incidental or indirect losses including, without limitation, (i) loss of profits, revenue or goodwill; (ii) loss of business or (iii) loss of anticipated savings. 任何一方不就间接责任、特殊责任、偶然责任或非直接责任，包括但不限于(i)利润、收入或商誉损失；(ii)业务损失；或(iii)预计存款损失，向另一方承担责任。

19. Each Party agrees to use all reasonable endeavors to mitigate any losses which it may suffer under or in connection with this Agreement and any amounts it seeks from the other Party in respect of any such liability.

双方同意尽一切合理努力降低其因本合同履行或与本合同相关而可能遭受的损失，并降低因此类责任而向对方索赔的金额。

### **Confidentiality**

#### **保密**

20. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records which are not generally known in the industry of the Business and where the release of such Confidential Information could reasonably be expected to cause harm to the Client.

保密信息（“保密信息”）是指，任何与客户的商业相关的、合理情况下应被认定为客户所有的数据或信息，包括但不限于账本、业务流程、客户记录，以及在公司所在行业内不为人所知且该类保密信息的泄露会被合理地推断为会造成客户损失的数据或信息。

21. The Consultant agrees that it shall not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive 3 years upon termination of this Agreement.

咨询方同意不会为任何目的为披露、泄露、揭露、报告或使用任何已获取的保密信息，但经客户授权或法律要求的除外。咨询方的保密义务应适用于本合同有效期，并在本合同终止后 3 年内有效。

22. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the Effective Date of this Agreement or how it was provided to the Consultant.

所有由客户因本合同而向咨询方披露或提供的书面和口头信息或材料都构成保密信息，不论该信息是在本合同签订之前或之后提供，亦不论提供的方式如何。

### **Independent Contractor**

#### **独立合同方**

23. In providing the Comprehensive Business Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledges that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

双方明确同意咨询方是作为独立合同方而非雇员的身份提供本合同项下的综合商务服务。咨询方与客户确认本合同不构成合伙或合资关系，而仅构成服务合同关系。

**Modification of Agreement**  
**合同变更**

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

本合同的修改或修正或对任何一方的合同责任增加仅能由双方或双方各自授权代表以书面方式进行。

**Time of the Essence**  
**时间重要性**

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

本合同约定的时间节点非常重要。任何对本合同的延期或变更不构成对本条款的豁免。

**Sub-contract**  
**转委托**

26. The Consultant shall be entitled to subcontract partial obligations herein to a third party, provided that such subcontract is to the benefit of the Client/ Business.

咨询方有权将本合同项下的部分义务转委托给第三方，但前提是此类转委托有利于客户/公司。

**Entire Agreement**  
**合同完整性**

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

双方确认，除本合同明确约定内容以外，无其他任何陈述、保证、补充约定或会影响本合同的条件。

**Governing Law and Dispute Resolution**  
**适用法律和争议解决**

28. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Parties agree to attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within 14 calendar days from the date on which either Party has served written notice on the other of the dispute, then the Parties agree to submit such dispute to the jurisdiction of British Columbia.

本合同适用卑斯省法律及适用的加拿大法律进行管辖与解释。因本合同引起的争议或诉求，双方同意由各自授权的董事进行友好谈判以达成共识。若前述争议未能在任一方向对方发出书面通知之日起的 14 个自然日内得到友好解决，双方同意将争议递交卑斯省法院解决。

**Severability**

双方明确同意咨询方是作为独立合同方而非雇员的身份提供本合同项下的综合商务服务。咨询方与客户确认本合同不构成合伙或合资关系，而仅构成服务合同关系。

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咨询方有权将本合同项下的部分义务转委托给第三方，但前提是此类转委托有利于客户/公司。

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**适用法律和争议解决**

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本合同适用卑斯省法律及适用的加拿大法律进行管辖与解释。因本合同引起的争议或诉求，双方同意由各自授权的董事进行友好谈判以达成共识。若前述争议未能在任一方向对方发出书面通知之日起的 14 个自然日内得到友好解决，双方同意将争议递交卑斯省法院解决。

**Severability**



### 可分割条款

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.  
若本合同任何条款部分或全部被认定无效或无可执行性，其他条款应继续有效并具有可执行性。

### Waiver

#### 豁免

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.  
任何一方豁免对另一方就本合同任何条款违约、逾期履约或不作为的追究，不构成对同一条款再次违约或对其他条款违约行为的豁免。

### Language

#### 语言

31. This Agreement is made in the languages of English and Chinese. Should there be any conflict or inconsistency; the English language version shall prevail.  
本合同由英文与中文制成。若两者之间存在矛盾或不一致，优先使用英文版本。

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by duly authorized representatives on the date first written above.  
本合同由双方授权代表在上述日期代表各方签署订立，特此为证。

Client:

客:

Sig

由:

Consultant:

咨询方:

Eliron International Consulting Inc

伊:

Per:

出:

## SUPPLEMENTARY AGREEMENT

### 补充合同

WHEREAS, the Client wishes to expand the Comprehensive Business Services under the Business Service Agreement (the "Agreement");

鉴于客户希望扩充《商务服务合同》(“原合同”)中综合商务服务的内容;

NOW THEREFORE, the Parties hereby agree as follows:

有鉴于此, 双方同意以下约定:

1. The Client is [ to apply for the \_\_\_\_\_ Program) or an applicant of the Program).  
客户【将申请\_\_\_\_\_“意向项目”】的申请人
2. The Client specifically requires the Consultant to assist in fulfilling the related business operation obligations as stipulated in the *Business Establishment Plan* or *Feasibility Study Report*, *Business Performance Agreement* and whatever binding documents between the Client and the competent authority (collectively referred to as "Performance Guides"). For the avoidance of doubt, regardless of the fact that the Consultant agrees to assist the Client in fulfilling all the business operation obligations under the Performance Guides, the Consultant's consulting advice and/or opinions are solely for the Client's reference and the Client shall always adequately support the Business, both financially and personally, and make all the commercial decisions at its sole discretion.  
客户明确要求咨询方协助履行客户与主管当局签订的《商业计划书》或《可行性报告》、《商务履行合同》和其他任何有约束力的文件（合称“履约指南”）里规定的商业经营义务。为避免争议，尽管咨询方同意协助客户履行履约指南中的商业经营义务，但咨询方的咨询意见和/或建议仅供客户参考，客户需一直在经济上和精力上为公司提供充足支持，并且独自作出所有商业决策。
3. The Performance Guides vary with each program. The Client shall, within 7 calendar days upon execution of this Supplementary Agreement or of such document which constitutes part of the Performance Guides, as the case maybe, provide all the Performance Guides to the Consultant; otherwise the Consultant shall be exempted from all the assisting obligations under this Supplementary Agreement.  
履约指南的具体组成文件因项目而异。客户应，视具体情况而定，在本补充合同签订之日起或在构成履约指南的文件签订之日起的 7 个自然日内，向咨询方提供全部履约指南；否则咨询方应被免除本补充合同下的全部协助义务。
4. The Client shall comply with any and all of the duties and obligations as stipulated in the Performance Guides, such as the *Business Establishment Plan* and the *Business Performance Agreement*, including but not limited to make an equity investment of no less than the proposed amount as stated in the *Expression of Interest* or *Business Establishment Plan*; assume residence in the designated location as a temporary resident; hold a managerial position in the business, attend at the business premises on regular basis to provide ongoing day-to-day management and discretion, and any other non-business-related obligations.  
客户应履行履约指南，例如《商业计划书》和《商务履行合同》，中约定的所有责任和义

务，包括但不限于按不少于意向表达系统或《商业计划书》提议的投资额进行出资；以临时居民身份在指定地点居住；在公司担任管理职位并到公司所在地参加处理日常业务及经营决策，以及其他非商业义务。

**IN WITNESS WHEREOF**, the Parties hereto have caused this Supplementary Agreement to be executed by duly authorized representatives on the date first written above.

本补充合同由双方授权代表在上述日期代表各方签署订立，特此为证。

**Client**

客户：

**Signer**

由：

**Consultant:**

咨询方：

Elirons International Consulting Inc.

## **ACKNOWLEDGEMENT**

### **确认函**

Regardless of the Service Fee as stipulated in the Business Service Agreement, the Client is eligible to enjoy an after-sales allowance at CAD 30,000 sponsored by Brightenvantage International Business Consulting Inc., and Brightenvantage International Business Consulting Inc. will make such allowance directly payable to the Consultant; therefore, the Client's payment obligation under the Service Fee section is adjusted accordingly; however, the due date thereof and his/her other payment obligations, if applicable, remain unchanged.

不论《商务服务合同》中关于服务费的条款如何约定，因为客户符合资格享受由百德凯利商务咨询有限公司赞助的 30,000 加元售后津贴，且百德凯利商务咨询有限公司将直接向咨询方支付该津贴；因此，客户在服务费条款中的应付金额将相应调整；然而，该服务费的支付期限与客户其他支付义务（若有）维持不变。

**Client:**

客户:

Signed

由:

**Consultant:**

咨询人

Eliron

伊丽恩

**Per:**

由: